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14 *Attorney for Defendants Alexander Goryachev and*  
15 *Amazonbay LLC*

16 UNITED STATES DISTRICT COURT  
17  
18 NORTHERN DISTRICT OF CALIFORNIA

19 PRODIGY IMPEX LTD., ) Case Number: 15-CV-3933-NC  
20 Plaintiff, )  
21 vs. )  
22 ALEXANDER GORYACHEV and )  
23 AMAZONBAY LLC, )  
24 Defendants )  
25 \_\_\_\_\_)

26 ) **JOINT STIPULATION OF DISMISSAL**  
27 ) **AND [PROPOSED] ORDER**

28 WHEREAS, on August 27, 2015, plaintiff Prodigy Impex Ltd. (“Prodigy”) filed its  
Complaint initiating this action and alleging the following claims against defendants Alexander  
Goryachev (“Goryachev”) and Amazonbay LLC (“Amazonbay”) (“Goryachev and Amazonbay”)

1 collectively, are "Defendants" and together with Prodigy, the "Parties"): (i) breach of contract;  
2 (ii) conversion; (iii) fraud; (iv) unfair business practices under California Business & Professions  
3 Code 17200 *et seq.*; (v) violation of UCC § 2-710 *et seq.*; (vi) negligent interference with  
4 economic advantage; (vii) unjust enrichment; and (viii) common count of money had and  
5 received;

6 WHEREAS, on September 24, 2015, each of the Defendants filed an Answer to the  
7 Complaint;

8 WHEREAS, the Parties agreed to mediate pursuant to the Court's Alternative Dispute  
9 Resolution program;

10 WHEREAS, the Parties participated in mediation on January 13, 2016, and then again  
11 January 27, 2016;

12 WHEREAS, the Parties desire to avoid the distraction and expense of continuing to  
13 pursue and defend this action and on February 4, 2016, executed a settlement agreement (the  
14 "Settlement Agreement");

15 NOW THEREFORE, IT IS HEREBY STIPULATED by and between the Parties,  
16 through their respective designated counsel, that (i) the above-captioned action should be  
17 dismissed without prejudice as to Prodigy (ii) the Parties shall bear their own attorney's fees,  
18 expenses and costs; and (iii) the Court shall retain jurisdiction over this matter to enforce the  
19 terms of the Settlement Agreement.

20 IT IS SO STIPULATED AND AGREED.

21 Dated: February 29, 2016

/s/ Jessica Taran

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23 Counsel for plaintiff, Prodigy Impex Ltd.

24   
25 Dated: February 29, 2016

/s/ Drew Henwood

26 Counsel for defendants, Alexander Goryachev  
27 and Amazonbay LLC

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2                   **FILER'S ATTESTATION**  
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6 Pursuant to Civil L.R. 5-1(i)(3), regarding signatures, I, JESSICA TARAN, attest that  
7 concurrence in the filing of this document has been obtained.  
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9  
10 Dated: February 29, 2016

11                   /s/ Jessica Taran

12                   **CERTIFICATE OF SERVICE**  
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14 I certify that counsel of record is being served on February 29, 2016, with a copy of this  
15 document via the Court's CM/ECF system.  
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/s/ Jessica Taran

1                   [PROPOSED] ORDER  
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The Court having considered the stipulation of the parties, and good cause appearing  
therefor, orders as follows:

- 5                   1. The action is dismissed without prejudice as against plaintiff Prodigy Impex Ltd.  
6                   pursuant to FRCP 41(a)(1)(A)(ii).  
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8                   2. Each party shall bear their own costs and attorneys' fees.  
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10                  3. The Court shall retain jurisdiction over this matter to enforce the terms of the  
Settlement Agreement executed on February 4, 2016.

11 IT IS SO ORDERED.  
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15 IT IS SO ORDERED.  
16 Dated: February 29, 2016  
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